

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Satellite Industries, Inc.,

Court File No. \_\_\_\_\_

Plaintiff,

vs.

**COMPLAINT**

L. T. Hampel Corporation,

Defendant.

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The Plaintiff, Satellite Industries, Inc., (“Satellite”), for its Complaint against Defendant L. T. Hampel Corporation., (“Hampel”), states and alleges as follows:

**THE PARTIES**

1. Satellite is incorporated in the State of Minnesota, having a principal place of business at 2530 Xenium Lane No. Minneapolis, MN 55441.

2. Hampel is incorporated in the State of Wisconsin, having a principal place of business at W194 N11551 McCormick Drive, Germantown, Wisconsin 53022.

3. Satellite and Hampel are engaged in the business of manufacturing, distributing, and selling portable toilets, including ADA compliant and wheel chair accessible portable toilets.

**JURISDICTION**

4. This is a claim for patent infringement arising under 35 U.S.C. §§ 271 and 282-285.

5. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1338(a) because this is a federal question.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 and 1400.

## **COUNT I**

### **Patent Infringement**

7. Satellite restates the allegations set forth in paragraph 1 through 6 and incorporates them herein by reference.

8. On September 12, 2000, United States Patent No. 6,115,971 (“the ‘971 Patent”), entitled PORTABLE RESTROOM was duly and legally issued to Satellite as assignee. Since that date, Satellite has been, and still is, the owner of all right, title, and interest in the ‘971 Patent. A copy of the ‘971 Patent is attached hereto as Exhibit A.

9. Hampel has directly infringed, contributed to the infringement of, and/or induced infringement of, the ‘971 Patent through the manufacture, use, sale and/or offer for sale of portable toilets including, at a minimum, its Special Needs Unit and/or Hampel ADA Compliant Toilet.

10. Satellite has been damaged by Hampel’s infringement of said patents and will continue to be damaged in the future unless Hampel is permanently enjoined from infringing the patent, and/or contributing to and/or inducing the infringement of the patent by others.

11. Hampel is on notice of the ‘971 Patent and Satellite’s ownership thereof, and that the continued use, manufacture, sale, and/or offer for sale of its products infringes the patent.

12. Upon information and belief, Hampel’s infringement of the ‘971 Patent is now and has at all times been willful and will continue unless enjoined by the Court.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment that:

- A. United States Patent No. 6,115, 971 is valid and has been infringed by defendant;
- B. Defendant, its officers, agents, servants and employees and those persons in active concert or participation with any of them be enjoined from further infringing,

contributing to the infringement, or inducing the infringement of United States Patent No. 6,115,971;

- C. An accounting be had for the damages arising out of defendants' infringement of United States Patent No. 6,115,971, including treble damages for willful infringement as provided by 35 U.S.C. § 284, with interest;
- D. Defendant be permanently enjoined from continued use, importation, offer for sale, or sale of defendant's products found to infringe U.S. Patent No. 6,115,971;
- E. Plaintiff be awarded its attorneys fees, costs, and expenses in this action; and
- F. Plaintiff be awarded such other and further relief as this Court may deem necessary and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by Jury of all issues so triable.

Dated: August 1, 2005

**OPPENHEIMER WOLFF & DONNELLY LLP**

s:/ Cyrus A. Morton

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